

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

<p>In Re: JARED K FITZGERALD JACQUELYN J FITZGERALD AKA JACQUELYN LANDOLFI</p> <p>Debtor(s)</p> <p>VILLAGE CAPITAL & INVESTMENT, LLC Movant</p> <p>v.</p> <p>JARED K FITZGERALD JACQUELYN J FITZGERALD AKA JACQUELYN LANDOLFI</p> <p>Debtor(s)</p> <p>KENNETH E. WEST Trustee Respondent(s)</p>	<p>Chapter 13</p> <p>Case Number: 20-13369-elf</p>
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**MOTION OF VILLAGE CAPITAL & INVESTMENT, LLC FOR APPROVAL OF LOAN
MODIFICATION WITH RESPECT TO THE REAL PROPERTY LOCATED AT 3711 GREEN
RIDGE ROAD, FURLONG, PA 18925**

Village Capital & Investment, LLC, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Approval of Loan Modification and in support thereof respectfully represents as follows:

1. Movant is Village Capital & Investment, LLC (hereafter referred to as “Movant”).
2. Debtor(s), Jared K Fitzgerald Jacquelyn J Fitzgerald aka Jacquelyn Landolfi (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 3711 Green Ridge Road, Furlong, PA 18925.
3. On June 1, 2020, Jared K. Fitzgerald, executed and delivered a Note in the principal sum of \$583,079.00 to Village Capital & Investment, LLC. As security for the repayment of the Note, Jared K. Fitzgerald and Jacquelyn Fitzgerald, executed and delivered a Mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Village Capital & Investment, LLC. The Mortgage was duly recorded in the Office of the Recorder of Deeds in and for Bucks

County on July 14, 2020 in Book , Page and/or Instrument 2020044548.

4. The Mortgage encumbers Debtor's real property located at 3711 Green Ridge Road, Furlong, PA 18925.
5. In connection with the Debtor's mortgage, Movant and Debtor wish to enter into a loan modification pursuant to the attached Order.
6. Debtor's pre-modified monthly payment is \$3,345.26 and the loan's interest rate is set at 2.8750%.
7. The terms of the Modification can be summarized as follows:
 - a. Modification Effective Date: 10/12/2021
 - b. New Maturity Date: 10/01/2051
 - c. New Principal Balance: \$592,761.12
 - d. New Interest Rate: 3.3750%
 - e. Monthly Principal and Interest Amount: \$2,620.57
 - f. Monthly Escrow Payment Amount: \$999.90
 - i. May Adjust Periodically
 - g. Total Monthly Payment: \$3,620.47
 - ii. Payment Begins On: 10/01/2021
8. Debtor shall remain impossible to all other covenants, agreements, and requirements of the Mortgage, including without limitation, the covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments as set out in the Mortgage, unless specifically waived in the proposed loan modification.
9. A true and correct copy of the proposed modification agreement is attached as Exhibit "A" and is hereby incorporated by reference.

WHEREFORE, Movant, respectfully requests this Court to grant the proposed order.

Respectfully Submitted:

Stern & Eisenberg, PC

By: /s/ Daniel P. Jones

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Date: November 8, 2021